

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BARRY HALL, ET AL.,)
Plaintiffs,)
)
V.) Civil Action No. 07-05325 (JLL)
)
AT&T MOBILITY LLC)
Defendant)

OBJECTION TO SETTLEMENT IN HALL, ET AL. V. AT&T MOBILITY LLC

WHEREAS, I am a member of the Settlement Class, specifically the 'Subscriber Class' as defined in section (b) of part 4 of the Preliminary Approval Order; and

WHEREAS, As a member of this Class, I have an interest in the viability, well being, and economic stability of the Defendant, AT&T Mobility LLC; and

WHEREAS, The proposed Settlement agreement in this cause adversely effects AT&T Mobility LLC, harming it financially and threatening its ability to continue to provide me efficient service; and

WHEREAS, I have the right to formally object to the Settlement Agreement pursuant to part 14 of the Preliminary Approval Order

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AT 8
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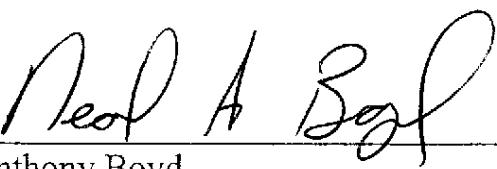
I HEREBY OBJECT to the Settlement Agreement, to Class Counsel's application for attorneys' fees and costs and incentive awards, and to the proposed Plan of Allocation of Settlement Proceeds.

My objection is based substantially on the following facts as evident to me

1. Members of the Settlement Class had, and have, a right to enter into legally binding agreements with the Defendant. The Defendant has a reciprocating right.
2. Members of the settlement class were, at no time, forced or defrauded into an agreement with the Defendant. Agreements entered into willingly by members of the Settlement Class with the Defendant are presumed non-coercive in nature.
3. Early Termination Fees were, and are, a part of agreements willfully entered into between members of the Settlement Class and the Defendant. At no time did the Defendant use force or fraud against members of the Settlement Class to prevent Class members from knowing about Early Termination Fees as part of any contract.
4. The Defendant has a reasonable cause to charge an Early Termination Fee pursuant to a breach of contract on the part of a member of the Settlement Class. The Early Termination Fee reasonably makes whole the Defendant in the event that a subscriber breaches the contract.

I choose not to appear in person at the Fairness Hearing or at any other proceedings, but ask the Court to accept my objection in writing.

Respectfully Submitted to the Clerk of the Court


Neal Anthony Boyd

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AT 8:30 _____ M
WILLIAM T. WALSH, CLERK

CC: Class Counsel, Defense Counsel

Neal Boyd
1415 Woodridge Drive
Danville, Illinois 61832

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Clerk of the Court
U.S. District Court for the District of New
Jersey
50 Walnut Street
Newark, New Jersey 07101

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